

Covenant Running With Land

Pursuant to a Contract dated May 11, 1986, between the developer and the City of Hernando, Mississippi, all lands within Milan Country Subdivision are subject to the following covenant which shall run with the land, to wit:

In the event the City of Hernando, Mississippi shall annex all or any portion of Milan Country Subdivision into the City of Hernando, Mississippi, no owner of any land being annexed by the City shall object or protest in any manner to said annexation.

RESTRICTIVE COVENANTS

MILAN COUNTRY

The following restrictive covenants shall apply to all of the land in MILAN COUNTRY as shown on the plat, located in Section 8, Township 3 South, Range 7 West, DeSoto County, Mississippi.

1. No lot shall be used for any purpose other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot and in such case the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed. No single lot may be subdivided into two or more lots for the purposes of building another dwelling.

2. All dwellings or other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission.

3. No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes, or other out-buildings shall at any time be used, either temporarily or permanently, as a residence.

4. No dwelling shall have a carport or garage opening toward the street. The only exception to this, may be an enclosed garage opening toward the street where lot dimensions cause difficulty otherwise.

5. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for residential use only.

6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat. There is a 50 foot minimum building line on the street side of the lots and a 50 foot minimum setback from the rear lot line. Also, the minimum side yard setback is 20 feet. The minimum rear setback from Highway 305 is shown on the plat.

7. No shell-type, modular-type or underground home will be permitted or erected in this subdivision. All houses must be of new construction. No house may be moved into the subdivision from another area except by written permission of the developer, T.M. Milan and Georgia A. Milan, or their appointed successor.

8. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 1600 square feet for a one-story dwelling and for one and one-half and two-story dwellings not less than 1600 feet with minimum ground floor heated area of 1000 square feet.

9. No signs of any kind shall be displayed to the public view on any lot except one small sign advertising the property during the construction and sale.

10. No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavations or shafts be permitted upon or in any lot. The developer of the subdivision shall retain all mineral rights for the land in Milan Country, for the purpose of retaining the royalty on said minerals if these minerals are developed on adjacent property.

11. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats and other small pets may be kept in a limited number and manner for personal use and enjoyment only, provided they are not kept, bred, or maintained for any commercial purpose. Appropriate buildings and enclosures for such animals or pets must be provided. No hogs, cattle, chickens, horses, or goats are to be kept on any lot.

12. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the county and shall be kept in a clean, sanitary and orderly condition.

13. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker, except for tractors used for property maintenance only. No junk cars or trucks or any mechanical devices that are visually in need of major repair shall be kept on any lot at any time for any purpose. Any junk car, truck or mechanical device that is kept within the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.

14. No vehicle, including, but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot unless same is under the carport, in the garage or other outbuilding, or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.

15. No cyclone or wire fences shall be erected on any portion of the front yard of any lot or the side yard of any corner lot fronting on a street. Any fences facing a street corner lot fronting on a street. Any fences facing a street shall not be cyclone or wire-type fences. Decorative-type fences less than three feet in high may be located within a yard adjoining a public street but no closer than ten (10) feet to the street right of way.

16. Construction of any dwelling shall be completed within 18 months from commencement of construction.

17. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence. All persons owning lots in this subdivision shall be required to keep their lots reasonably clean and the yards and landscaping neat.

A RESIDENTIAL DEVELOPMENT IN THE
SOUTHWEST QUARTER OF SECTION 8
TOWNSHIP 3 SOUTH, RANGE 7 WEST,
DE SOTO COUNTY, MISSISSIPPI

APRIL 1987

18. No building shall be erected, placed or altered on any lot in this subdivision until the buildings plans, specifications and plot plan, showing the locations of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by T.M. Milan and Georgia A. Milan, or by a representative duly appointed by said owners.

19. When T.M. Milan and Georgia A. Milan cease to own a lot within the subdivision, they shall name three persons owning property within the subdivision as the successor Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of such death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision.

The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the beginning thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

These covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of twenty years from the date these covenants are recorded, and after which time, said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

Invalidations of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ZONED "AR" AGRICULTURAL RESIDENTIAL

MORTGAGEE'S CERTIFICATE:

We, the BANK OF MISSISSIPPI, mortgagee of the property shown hereon, hereby certify that on our plan of subdivision and dedicate the rights-of-way of roads as shown on the plat of subdivision to the public use forever and reserve for the public utility easements shown on the plat. We certify no taxes have become due and payable. This the _____ day of _____, 1987.

Sharon Anderson, President
SHARON ANDERSON - President

OWNER'S CERTIFICATE:

We, T.M. MILAN and GEORGIA A. MILAN, owners of the property shown hereon, hereby adopt this as my plan of subdivision and dedicate the rights-of-way of roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify that no taxes have become due and payable. This the _____ day of _____, 1987.

T.M. Milan Georgia A. Milan
T.M. Milan Georgia A. Milan

NOTARY'S CERTIFICATE:

STATE OF MISSISSIPPI
COUNTY OF DESOTO

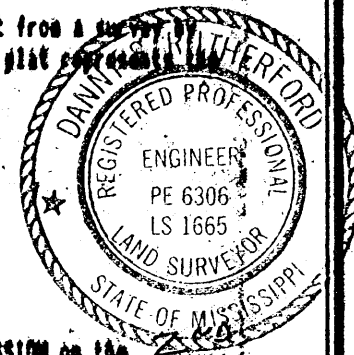
This day personally appeared before me, the undersigned authority at law in and for said county and state, T.M. Milan and Georgia A. Milan who acknowledged that they signed and delivered the foregoing plat for the purpose therein stated. Given under my hand and official seal of office the _____ day of _____, 1987.

Notary Public
NOTARY PUBLIC August 6, 1990
My commission expires

CERTIFICATE OF SURVEY:

This is to certify that I have drawn the plat from a survey myself and from deeds of record and that the plat represents the information and that it is true and correct.

Sharon Anderson
SHARON S. ANDERSON, P.E.
N.H.S. P.E. NO. 6306



Approved by the DESOTO COUNTY PLANNING COMMISSION on the _____ day of _____, 1987.

Chairman
CHAIRMAN *Nancy Wilson Harkin*
Attest

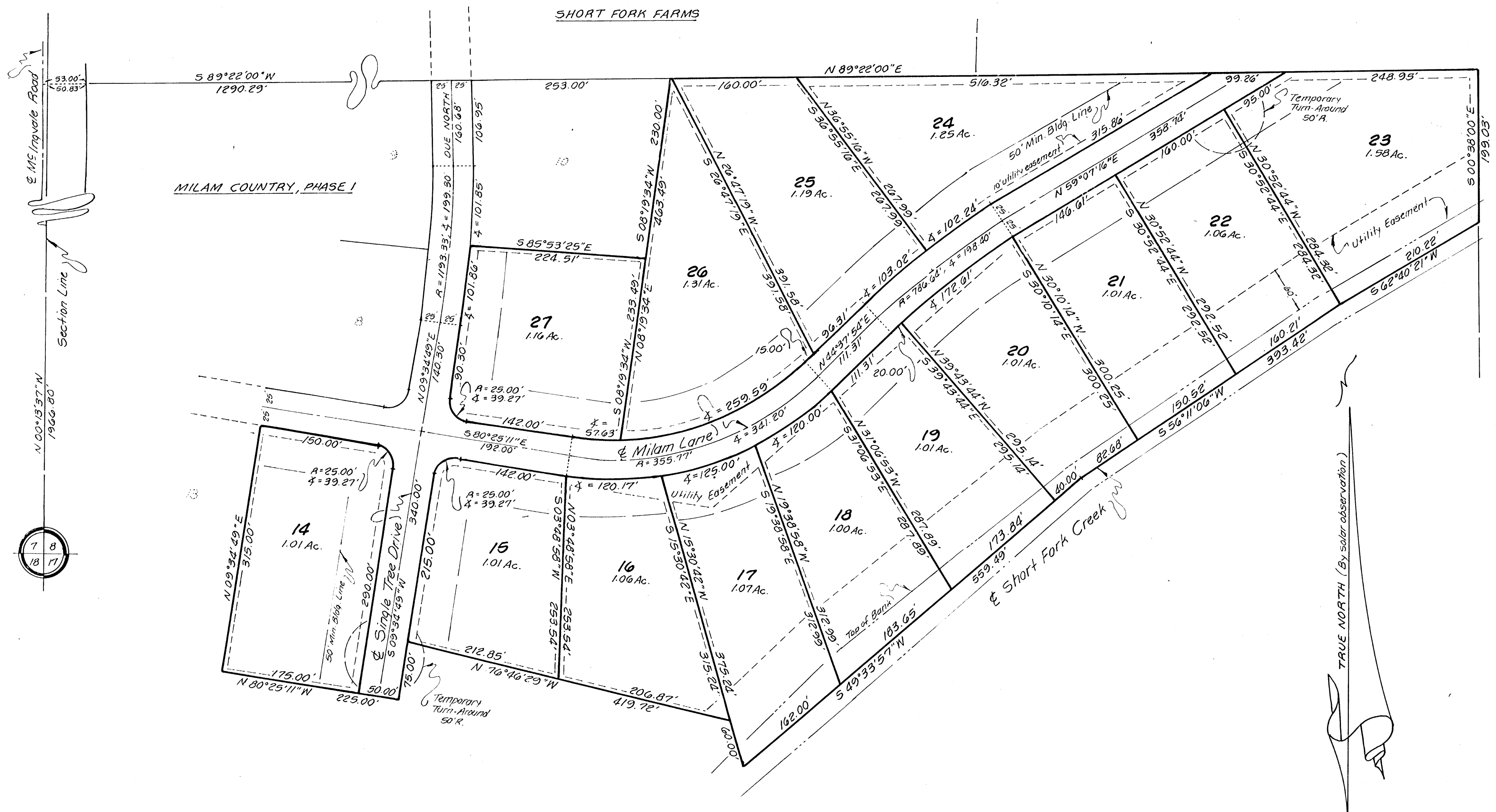
Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the _____ day of _____, 1987.

President
PRESIDENT *L.P. Ferguson*
CLERK OF THE BOARD

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon was filed for record in my office at _____ o'clock _____, on the _____ day of _____, 1987 and was immediately entered upon the proper index and duly recorded in Plat Book Number _____ Page _____.

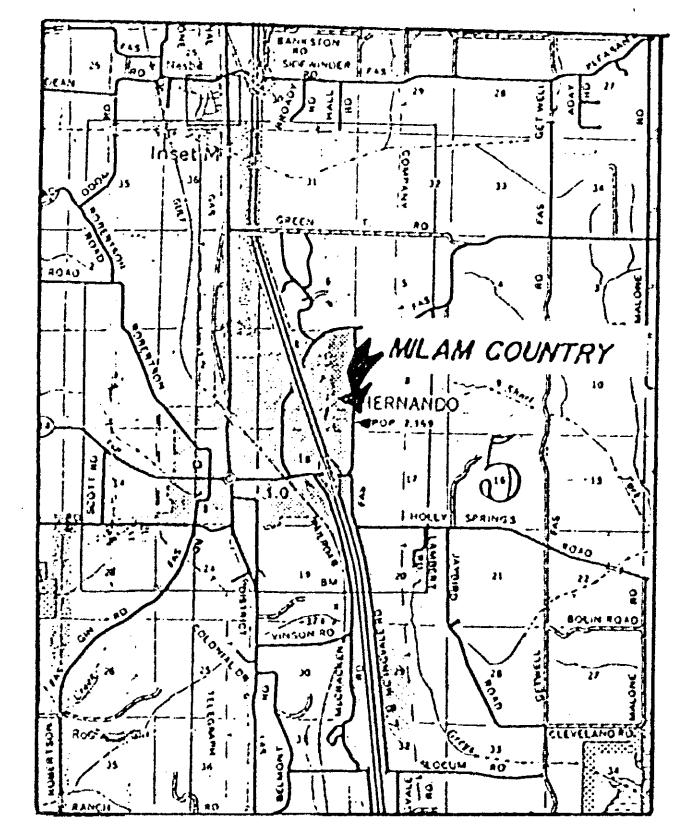
L.P. Ferguson
CLERK OF THE BOARD



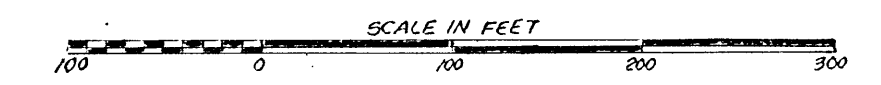
DRIVEWAY CULVERTS ARE THE RESPONSIBILITY OF THE LOT OWNER
AND NOT THE RESPONSIBILITY OF THE DEVELOPER OR DESOTO COUNTY.

ACCORDING TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FLOOD HAZARD MAP NO. 280050 0005 A, THE HEREON SHOWN PROPERTY
IS NOT IN A FLOOD HAZARD ZONE.

UNLESS OTHERWISE NOTED ALL LOT CORNERS ARE MONUMENTED WITH HALF-
INCH STEEL BARS.



VICINITY MAP



MILAM 2 COUNTRY